

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT: PUBLIC HEARING – OAK PARK/BELLE MEADE WALL  
RECONSTRUCTION MSBU**

**DEPARTMENT:** Fiscal Services **DIVISION:** MSBU

**AUTHORIZED BY** Lisa Spriggs **CONTACT:** Kathy Moore **EXT.** 7179

**Agenda Date:** 01/11/05 **Regular** ☐ **Consent** ☐ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☒ **Public Hearing – 7:00** ☐

**MOTION/RECOMMENDATION:**

Adopt ordinance creating the Oak Park/Belle Meade Wall Reconstruction Municipal Services Benefit Unit for the purpose of reconstructing the Oak Park subdivision wall and two entranceway walls located on Dodd Road and Gallagher Loop, and authorize Chairman to execute Ordinance and execute the required Lease Agreement/Temporary Easement documents.

**BACKGROUND:**

Through standard MSBU Program procedures for application and petition the property owners have expressed their desire to enter into an MSBU for wall reconstruction improvements along Dodd Road and at both subdivision entrances located on Gallagher Loop. The Petition for Improvement distributed on October 22, 2004, demonstrated a 75.7% support rate relative to the seventy-four properties subject to benefit from the improvements. The wall design proposed by the Oak Park Home Owners Association is attached and will be subject to standard permitting and building coding review.

The properties abutting the wall and entrance ways have submitted the required documents of easement, right-of-entry and leasehold. The participating properties have requested an 8-year financing term for repayment of the individual property cost share for this project. The Oak Park Home Owners Association has provided a commitment to subsidize the wall reconstruction cost to the amount of \$61,000, which will be paid at the time construction commitments are secured.

The Home Owner Association [HOA] has expressed concern regarding the Dodd Road widening project implemented by the County. The HOA is concerned that the proposed reconstructed wall height of 6 feet may be inadequate to provide the desired level of privacy, noise retention and light abatement given the elevation changes of Dodd Road. Therefore, the HOA may be presenting an additional request for the County to assist financially with the additional height footage they consider necessary to meet the wall needs of Oak Park. The elevation concerns have been registered with the Roads Division of Public Works and with the District 1 Commissioner [Bob Dallari].

Reviewed by:

Co Atty: \_\_\_\_\_

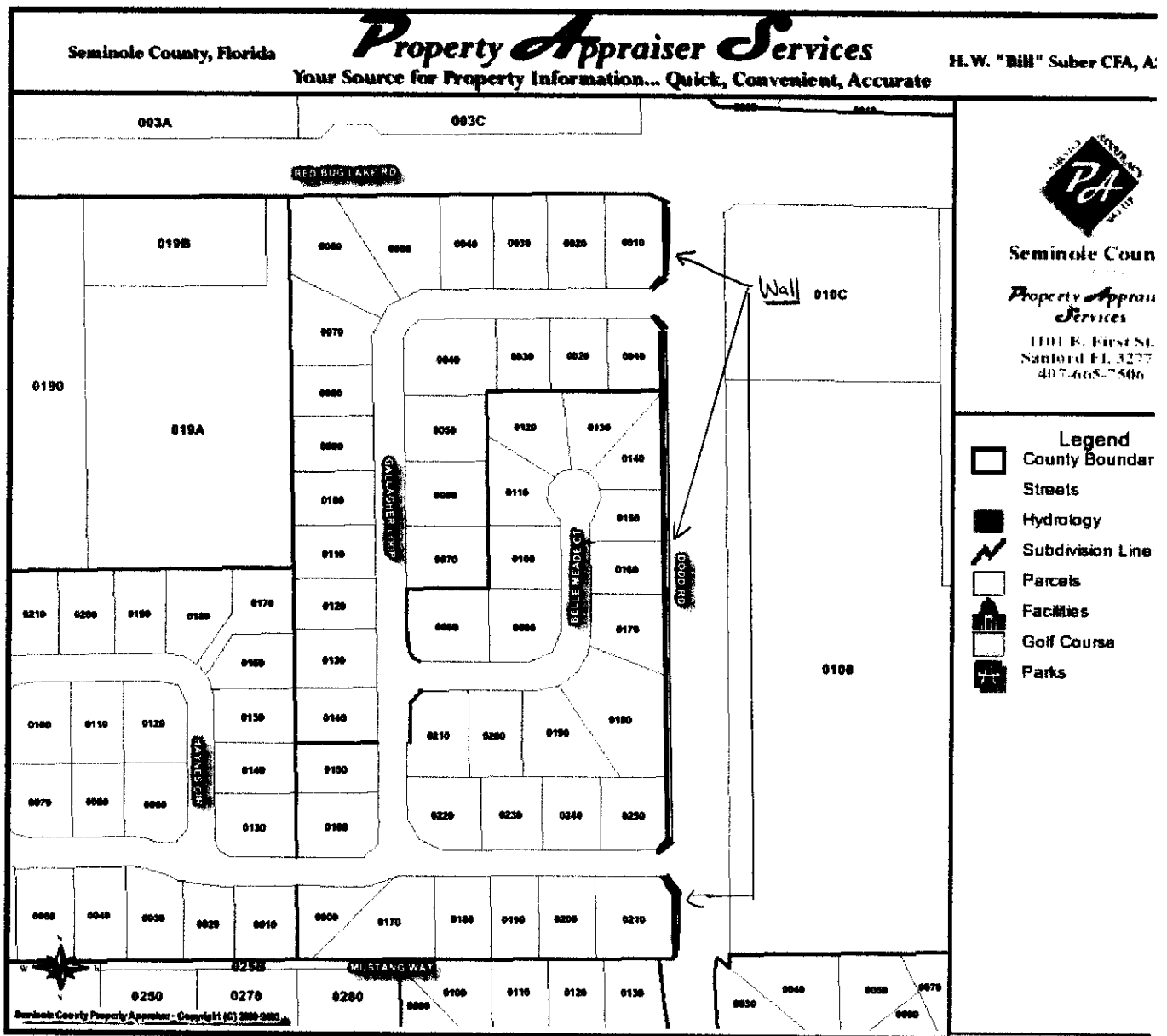
DFS: \_\_\_\_\_

Other: \_\_\_\_\_

DCM: JS

CM: KB

File No. \_\_\_\_\_



ORDINANCE

AN ORDINANCE CREATING THE OAK PARK/BELLE MEADE MUNICIPAL SERVICES BENEFITS UNIT FOR THE PURPOSE OF WALL RECONSTRUCTION WITHIN THE UNIT; PROVIDING BOUNDARIES OF SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID UNIT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE METHOD OF FINANCING TO BE ADVANCED BY SEMINOLE COUNTY FROM COMMERCIAL LENDING SOURCES OR MSBU PROGRAM FUNDS; PROVIDING FOR PAYMENT IN FULL OR BY EIGHT (8) ANNUAL INSTALLMENTS FOR CONSTRUCTION IMPROVEMENTS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A PRELIMINARY LIST OF ASSESSMENTS FOR ASSESSMENT; COLLECTION BY THE UNIFORM METHOD PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, INCLUSION IN SEMINOLE COUNTY CODE, AND AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County, Florida has the authority to establish a Municipal Services Benefits Unit pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of Municipal Services Benefits Units, and the proposed OAK PARK/BELLE MEADE MUNICIPAL SERVICES BENEFITS UNIT will be administered under the criteria as established by the Board of County Commissioners for said Municipal Services Benefits Units, and

WHEREAS, an Economic Impact Statement has been prepared and is available for public review in accordance with the provisions set forth in the Seminole County Home Rule Charter,

WHEREAS, the Board of County Commissioners has approved the hereinafter described project;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1.     **SHORT TITLE.**     This Ordinance shall be known and referred to as the OAK PARK/BELLE MEADE MSBU Ordinance.

Section 2.     **CREATING UNIT; IMPROVEMENTS.**     There is hereby created within Seminole County, the OAK PARK/BELLE MEADE MSBU for the purpose of reconstructing the subdivision wall and entranceway walls within the unit. Said unit shall encompass the following described area of Seminole County, Florida:

The following properties within the Oak Park/Belle Meade subdivision within Section 23, Township 21, Range 30, Seminole County, Florida.

Parcels:

23-21-30-509-0A00-0010, 23-21-30-509-0A00-0020, 23-21-30-509-0A00-0030,  
23-21-30-509-0A00-0040, 23-21-30-509-0A00-0050, 23-21-30-509-0A00-0060,  
23-21-30-509-0A00-0070, 23-21-30-509-0A00-0080, 23-21-30-509-0A00-0090,  
23-21-30-509-0A00-0100, 23-21-30-509-0A00-0110, 23-21-30-509-0A00-0120,  
23-21-30-509-0A00-0130, 23-21-30-509-0A00-0140, 23-21-30-509-0B00-0010,  
23-21-30-509-0B00-0020, 23-21-30-509-0B00-0030, 23-21-30-509-0B00-0040,  
23-21-30-509-0B00-0050, 23-21-30-509-0B00-0060, 23-21-30-509-0B00-0070,  
23-21-30-513-0A00-0150, 23-21-30-513-0A00-0160, 23-21-30-513-0A00-0170,  
23-21-30-513-0A00-0180, 23-21-30-513-0A00-0190, 23-21-30-513-0A00-0200,  
23-21-30-513-0A00-0210, 23-21-30-513-0B00-0080, 23-21-30-513-0B00-0090,  
23-21-30-513-0B00-0100, 23-21-30-513-0B00-0110, 23-21-30-513-0B00-0120,  
23-21-30-513-0B00-0130, 23-21-30-513-0B00-0140, 23-21-30-513-0B00-0150,  
23-21-30-513-0B00-0160, 23-21-30-513-0B00-0170, 23-21-30-513-0B00-0180,  
23-21-30-513-0B00-0190, 23-21-30-513-0B00-0200, 23-21-30-513-0B00-0210,  
23-21-30-513-0B00-0220, 23-21-30-513-0B00-0230, 23-21-30-513-0B00-0240,  
23-21-30-513-0B00-0250, 23-21-30-514-0000-0010, 23-21-30-514-0000-0020,  
23-21-30-514-0000-0030, 23-21-30-514-0000-0040, 23-21-30-514-0000-0050,  
23-21-30-514-0000-0060, 23-21-30-514-0000-0070, 23-21-30-514-0000-0080,  
23-21-30-514-0000-0090, 23-21-30-514-0000-0100, 23-21-30-514-0000-0110,  
23-21-30-514-0000-0120, 23-21-30-514-0000-0130, 23-21-30-514-0000-0140,  
23-21-30-514-0000-0150, 23-21-30-514-0000-0160, 23-21-30-514-0000-0170,  
23-21-30-514-0000-0180, 23-21-30-514-0000-0190, 23-21-30-514-0000-0200,  
23-21-30-514-0000-0210, 23-21-30-514-0000-0220, 23-21-30-519-0000-0230,  
23-21-30-519-0000-0240, 23-21-30-519-0000-0250, 23-21-30-519-0000-0260,  
23-21-30-519-0000-0270, 23-21-30-519-0000-0280

The improvements consist of providing the removal of the remains of the existing wall located on Dodd Road and the construction of a replacement wall with entranceway walls located at the north and south subdivision entrances located at the intersections of Dodd Road and Gallagher Loop. Construction will include approximately 1160 linear feet brick wall with a minimum height of 6 feet, inclusive of two entrance structures as per

proposed in Exhibit "B" and in accordance with County Building code requirements for wall construction. The property owners will be responsible for the installation of landscaping and irrigation provisions, as well as all wall, landscaping and irrigation related maintenance and repairs.

**Section 3. POWERS AND DUTIES OF BOARD.** The unit shall be governed by the Board of County Commissioners of Seminole County, Florida, which board shall have the following powers and duties:

(a) To provide for the collection and disbursal by the County of such funds as may be necessary to pay the expenses for improvements within the unit.

(b) To provide for, or contract for, the final engineering design and construction of the improvements as set forth in Section 2.

(c) To levy special assessments upon property abutting, adjoining, and contiguous to such improvement when such property is specially benefited by such improvement.

(d) To levy special assessments upon any property which is specially benefited and abuts, adjoins, and is contiguous to such improvement, but which may have been omitted from the hereinafter described preliminary assessment listing, upon giving sufficient notice to the owners of such property and holding a public hearing to consider any comments, objections or other relevant information to arrive at such decision to levy such special assessments.

(e) To provide method of financing to be from a commercial source or from County funds as authorized by the administrative procedures for Municipal Services Benefits Units.

**Section 4. INTEREST AND ADMINISTRATIVE COSTS.** All property owners desiring to pay in eight (8) annual installments will be assessed

interest at a projected rate of approximately five and 25/100 percent (5.25%), and an administrative cost of ten percent (10%). Final interest rates are subject to financing terms available from selected lending source.

**Section 5. ASSESSMENT FORMULA.** The assessment formula used to determine the amount to be assessed is the per parcel method.

**Section 6. PRELIMINARY LIST OF ASSESSMENTS.** The amounts set forth in Exhibit "A" are preliminary assessments on the property being improved and are based on estimated costs of improvements detailed in Section 2 above.

**Section 7. METHOD OF ASSESSMENT AND COLLECTION.** All special assessments which may result as herein provided for in Exhibit "A" shall be assessed and collected by the uniform method pursuant to Section 197.3632, Florida Statutes.

**Section 8. SEVERABILITY.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 9. CODIFICATION.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 8, 9 and 10 shall not be codified.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 11th day of January 2005.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: \_\_\_\_\_  
Carlton Henley, Chairman

Exhibit A

Improvements, Estimated Cost & Benefiting Properties



## Exhibit A

### Improvements:

1. Removal of existing wall structure and related debris.
2. Construction of a brick screen wall with a minimum height of 6 feet, approximately 1160 feet in length with entrance structures located at both Gallagher Loop entrances.

### Estimated Cost of Improvements:

Estimated Construction & Engineering Costs	\$ 217,700.00
Estimated Contingency @ 15%	\$ 32,655.00
Estimated County Administrative Fee @10%	\$ 25,035.00
Sub-total	\$ 275,390.00
Subsidizing Funds to be paid by Oak Park HOA	\$ ( 61,000.00)
Total Estimated Cost of Project	\$ 214,390.00

### Estimated Total Cost Per Property

The estimated assessment per parcel is \$2897.00 if paid at time of project completion.

The estimated per parcel annual assessment with 8 year financing per parcel is \$452.00

### Benefiting properties:

23-21-30-509-0A00-0010	23-21-30-509-0B00-0070	23-21-30-513-0B00-0200	23-21-30-514-0000-0150
23-21-30-509-0A00-0020	23-21-30-513-0A00-0150	23-21-30-513-0B00-0210	23-21-30-514-0000-0160
23-21-30-509-0A00-0030	23-21-30-513-0A00-0160	23-21-30-513-0B00-0220	23-21-30-514-0000-0170
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23-21-30-509-0A00-0080	23-21-30-513-0A00-0210	23-21-30-514-0000-0020	23-21-30-514-0000-0220
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23-21-30-509-0B00-0040	23-21-30-513-0B00-0170	23-21-30-514-0000-0120	
23-21-30-509-0B00-0050	23-21-30-513-0B00-0180	23-21-30-514-0000-0130	
23-21-30-509-0B00-0060	23-21-30-513-0B00-0190	23-21-30-514-0000-0140	

**Exhibit B**  
**Proposed Design**



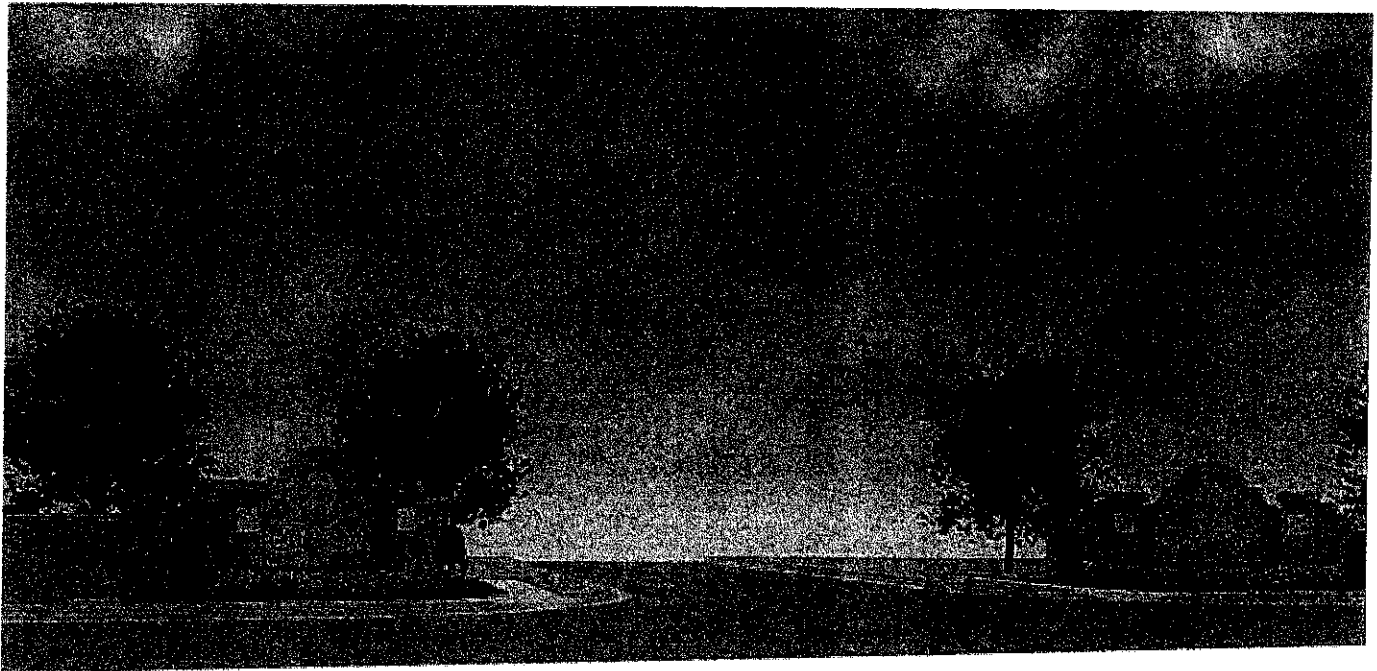
PLVASLA@aol.com  
10/27/2004 09:19 AM

To kmoore@seminolecountyfl.gov  
cc  
bcc  
Subject oak park

elevation (pdf file) and graphic (jpeg file)  
for your use



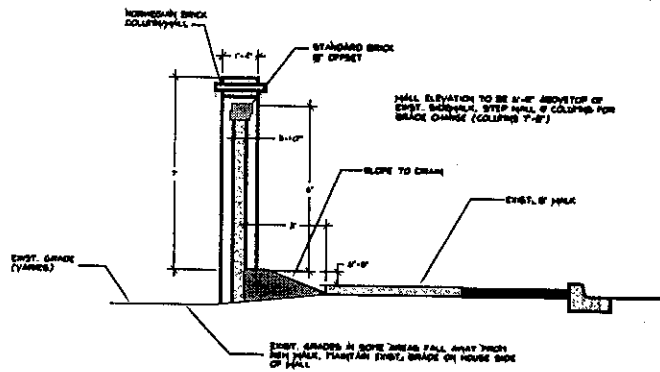
Paul Verlander 0303 EN-3 EN-3 (1).pdf



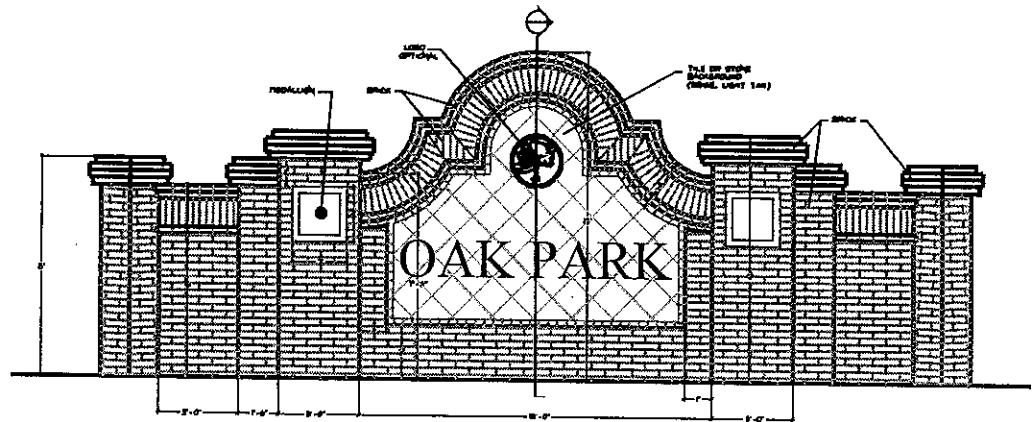
# *Oak Park*

## Entry Wall Development

**PAUL L. VERLAN**  
Landscape Archi  
2011 1st Street, Suite 101  
Alhambra, CA 91801

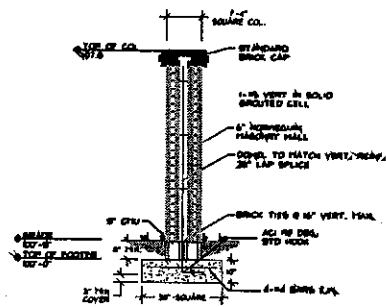


1 COLUMN/WALL SECTION SCALE: 1/2\"/>

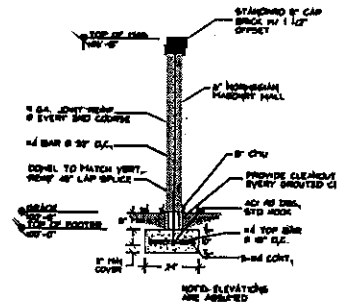


2 SIGNAGE ELEVATION SCALE: 1/2\"/>

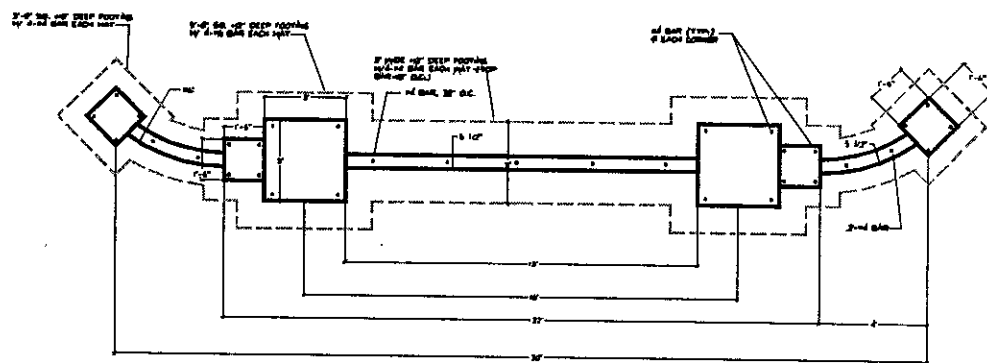
*Oak Park*



3 SECTION @ COLUMN SCALE: 1/2\"/>



4 SECTION @ WALL SCALE: 1/2\"/>



5 SIGNAGE LAYOUT-PLAN VIEW SCALE: 1/2\"/>

REVISIONS		
DATE	BY	DESCRIPTION
11-13-03	PLV	ISSUED TO DETAILS

**PAUL L. VERLANDER**  
Landscape Architect  
700 Tenthredin Avenue, Suite 201  
Altamonte Springs, FL 32714  
Phone: (407) 554-4004  
Fax: (407) 554-2010

PAUL L. VERLANDER, A.S.A.  
Landscape Architect

**ENTRY WALL DETAILS**  
**OAK PARK**  
**SUBDIVISION**  
SEMINOLE COUNTY, FLORIDA

PROJ. NO. 030300  
SCALE: AS SHOWN  
DATE: 9-22-03  
SHEET NO. **EN-3**

**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

**THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT** are made and entered into this 16<sup>th</sup> day of OCTOBER, 2004, by and between **SAM EVANS**, hereinafter referred to as "Landlord," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

**W I T N E S S E T H**

**WHEREAS**, the Landlord is the owner of certain property located at 4010 Gallagher Loop, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

**WHEREAS**, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

**WHEREAS**, the Landlord desires construction of the wall on his property for enhancement and security purposes,

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlord and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlord does hereby grant to the Tenant and the Tenant does hereby accept from the Landlord the non-exclusive use and occupancy of the property located at 4010 Gallagher Loop, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlord, as owner of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlord's property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlord agrees that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlord shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlord shall maintain his own protection against claims of third persons and her property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for any such

claims. The Landlord specifically agrees to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlord's property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlord, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlord agrees to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlord shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlord does hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that he has the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlord:**

Sam Evans  
4010 Gallagher Loop  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:

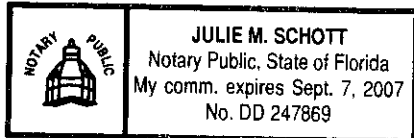


Stacy Tona  
Witness Stacy Tona  
Julie M. Schott By: Sam Evans  
Witness Julie M. Schott Date: 10/16/04  
SAM EVANS

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 16th day of October, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sam Evans Jr [ ] who is personally known to me or [☒] who has produced FLDL E102-192-48-2550 as identification and that he did take an oath.

[NOTARY SEAL]



ATTEST:

Julie M Schott  
Notary Public signature

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Evans

Attachment:  
Exhibit "A" - Property description


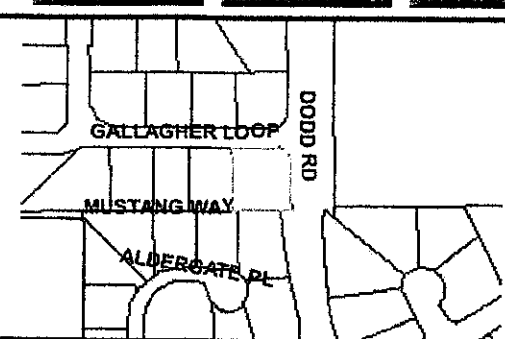

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

4010 Gallagher Loop  
Casselberry, Florida 32707  
and more particularly described as:

AN 'L' SHAPED TEMPORARY CONSTRUCTION EASEMENT AND LEASEHOLD  
LOCATED WITHIN THE CURRENT UTILITY EASEMENT; AND INCLUSIVE  
OF (A) 8 FEET EXTENDING WESTWARD ALONG THE FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY APPROXIMATELY 8' X 130'  
AND (B) 8 FEET EXTENDING SOUTHWARD FROM NORTHERN EDGE OF  
PROPERTY FOR 30 FEET PARALLEL WITH GALLAGHER LOOP AND  
WESTWARD FROM THE NORTHEAST CORNER OF THE LOT WITH A  
DIMENSION OF APPROXIMATELY 8' X 30'

Property Identification No. : 23-21-30-513-0A00-0210

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SATES SEARCH	Back																																																		
 <p>Seminole County Property Appraiser Services 1001 R. First St. Sanford FL 32771 407-665-7500</p>																																																							
<b>GENERAL</b> <b>Parcel Id:</b> 23-21-30-513-0A00-0210 <b>Tax District:</b> 01-TX DIST 1 - COUNTY <b>Owner:</b> EVANS SAM <b>Exemptions:</b> 00-HOMESTEAD <b>Address:</b> 4010 GALLAGHER LOOP <b>City,State,ZipCode:</b> CASSELBERRY FL 32707 <b>Property Address:</b> 4010 GALLAGHER LOOP CASSELBERRY 32707 <b>Subdivision Name:</b> BELLE MEADE UNIT 2 <b>Dor:</b> 01-SINGLE FAMILY			<b>2004 WORKING VALUE SUMMARY</b> <b>Value Method:</b> Market <b>Number of Buildings:</b> 1 <b>Depreciated Bldg Value:</b> \$158,863 <b>Depreciated EXFT Value:</b> \$11,309 <b>Land Value (Market):</b> \$34,000 <b>Land Value Ag:</b> \$0 <b>Just/Market Value:</b> \$204,172 <b>Assessed Value (SOH):</b> \$167,381 <b>Exempt Value:</b> \$25,000 <b>Taxable Value:</b> \$142,381																																																				
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BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT

THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT are made and entered into this 12th day of October, 2004, by and between HOA TRIEU and CHRISTINA NGUYEN, hereinafter together referred to as "Landlords," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

W I T N E S S E T H

WHEREAS, the Landlords are the owners of certain property located at 4098 Gallagher Loop, Casselberry, Florida 32707, and;

WHEREAS, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

WHEREAS, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

WHEREAS, the Landlords desire construction of the wall on their property for enhancement and security purposes,

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlords and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlords do hereby grant to the Tenant and the Tenant does hereby accept from the Landlords the non-exclusive use and occupancy of the property located at 4098 Gallagher Loop, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlords, as owners of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlords' property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlords agree that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlords shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlords shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

Hoa Trieu and Christina Nguyen  
4098 Gallagher Loop  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:



Will Brown

Witness

Sue Ann Brown

Witness

Will Brown

Witness

Sue Ann Brown

Witness

By: Hoa Trieu  
HOA TRIEU

Date: 10-12-04

By: Christina Nguyen  
CHRISTINA NGUYEN

Date: 10-12-04

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 12th day of October, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Hoa Trieu and Christina Nguyen [X] who are personally known to me or [ ] who have produced \_\_\_\_\_ as identification and that they did take an oath.

[NOTARY SEAL]



Sue Ann Brown  
My Commission DD296153  
Expires April 30, 2008

Sue Ann Brown  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Trieu

Attachment:  
Exhibit "A" - Property description


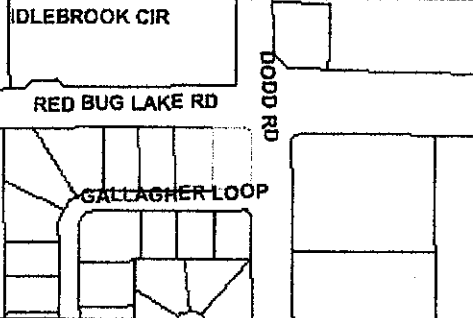
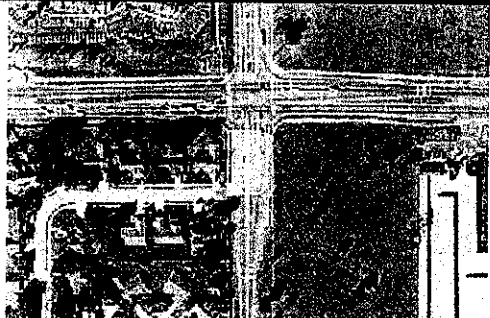
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

4098 Gallagher Loop  
Casselberry, Florida 32707  
and more particularly described as:

AN 'L' SHAPED TEMPORARY CONSTRUCTION EASEMENT AND LEASEHOLD  
LOCATED WITHIN THE CURRENT UTILITY EASEMENT; INCLUSIVE OF  
(A) 8 FEET EXTENDING WESTWARD ALONG THE FULL LENGTH OF THE  
EASTERN EDGE OF THE PROPERTY APPROXIMATELY 8' X 150' AND  
(B) 8 FEET EXTENDING NORTHWARD FROM SOUTHERN EDGE OF  
PROPERTY FOR 30 FEET WEST AND PARALLEL WITH GALLAGHER LOOP  
FROM THE SOUTHEAST CORNER OF THE LOT WITH A DIMENSION OF  
APPROXIMATELY 8' X 30'

Property Identification No. : 23-21-30-509-0A00-0010

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP.	TAX ROLL	SALES SEARCH	◀ ◻ Back ▶ ▶																																																		
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CONTACT

F.D.W.

S. 85° 27' 55" W.  
25.00'

N.E. COR  
OF S.E.

636.02'

33.00'

Plot

90.00'

105.50'

2713'

898'

N 0° 32' 05" W.

7.5'

150.00'

23-21-30-509-  
0A00-0010

90.00'

78.64'

125.33'

125.33'

Dedicated this Plot

347.04'

225.02'

RD.

366.93'

431.13'

25.25'

65.38'

90.00'

80.15'

"W"

1' 01" E.

Easement/Leasehold

4097 2407

**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

**THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT** are made and entered into this 24<sup>th</sup> day of September 2004, by and between **WILFORD J. BROWN and SUE A. BROWN**, hereinafter together referred to as "Landlords," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

**W I T N E S S E T H**

**WHEREAS**, the Landlords are the owners of certain property located at 4097 Gallagher Loop, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

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**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlords and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlords do hereby grant to the Tenant and the Tenant does hereby accept from the Landlords the non-exclusive use and occupancy of the property located at 4097 Gallagher Loop, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlords, as owners of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlords' property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlords agree that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlords shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlords shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

Wilford J. Brown and Sue A. Brown  
4097 Gallagher Loop  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the dates written below:



Willard J. Brown  
Witness

Willard J. Brown  
Witness

Willard J. Brown  
Witness

Willard J. Brown  
Witness

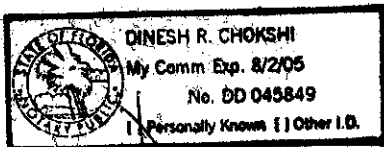
By: Willard J. Brown  
WILFORD J. BROWN  
Date: 9-24-04

By: Sue Ann Brown  
SUE A. BROWN  
Date: 9-24-04

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 24<sup>th</sup> day of September, 2004,  
before me, an officer duly authorized in the State and County aforesaid  
to take acknowledgments, personally appeared Willard J. Brown  
and Sue Ann Brown [☒] who are personally known to me or  
[ ] who have produced \_\_\_\_\_ as  
identification and that they did take an oath.

[NOTARY SEAL]



Qinesh R. Choksi  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

Maryanne Morse  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Brown

Attachment:  
Exhibit "A" - Property description


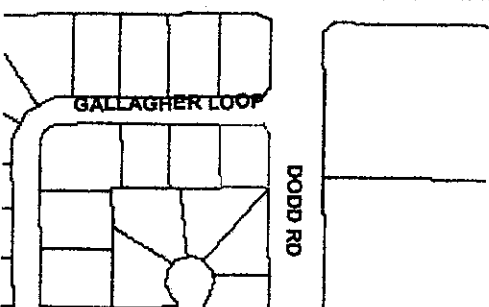

**EXHIBIT "A"**

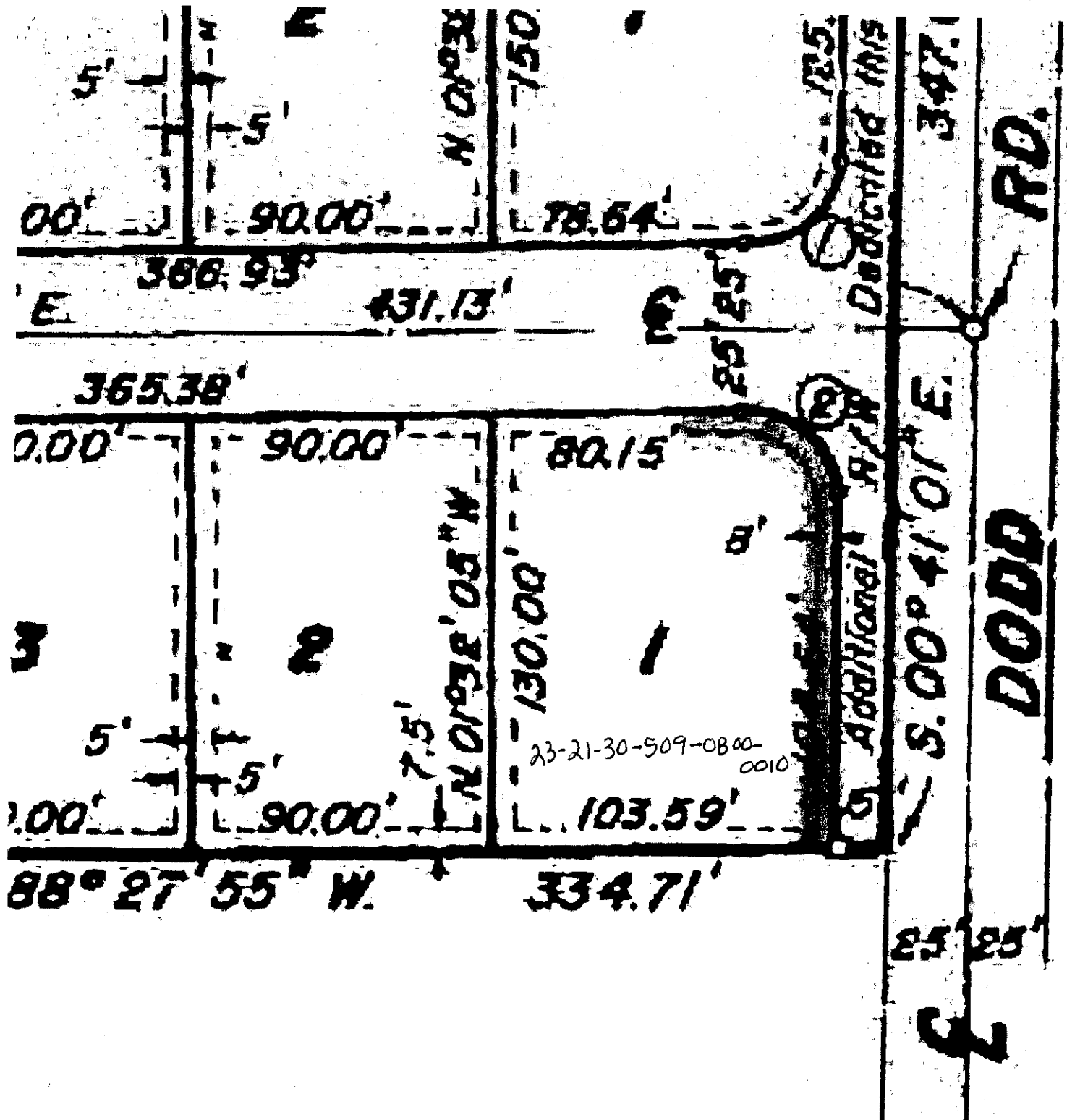
**LEGAL DESCRIPTION**

4097 Gallagher Loop  
Casselberry, Florida 32707  
and more particularly described as:

AN 'L' SHAPED TEMPORARY CONSTRUCTION EASEMENT AND LEASEHOLD LOCATED WITHIN THE CURRENT UTILITY EASEMENT; AND INCLUSIVE OF (A) 8 FEET EXTENDING WESTWARD ALONG THE FULL LENGTH OF THE EASTERN EDGE OF THE PROPERTY APPROXIMATELY 8' X 130' AND (B) 8 FEET EXTENDING SOUTHWARD FROM NORTHERN EDGE OF PROPERTY FOR 30 FEET PARALLEL WITH GALLAGHER LOOP AND WESTWARD FROM THE NORTHEAST CORNER OF THE LOT WITH A DIMENSION OF APPROXIMATELY 8' X 30'

Property Identification No. : 23-21-30-509-0B00-0010

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SATIS SEARCH	◀ ◁ Back ▷ ▶																																																																						
 <p><b>Seminole County</b> Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																																																											
<b>GENERAL</b> Parcel Id: 23-21-30-509-0B00-0010    Tax District: 01-TX DIST 1 - COUNTY Owner: BROWN WILFORD J & SUE A    Exemptions: 00-HOMESTEAD Address: 4097 GALLAGHER LOOP City, State, Zip Code: CASSELBERRY FL 32707 Property Address: 4097 GALLAGHER LOOP CASSELBERRY 32707 Subdivision Name: BELLE MEADE Dor: 01-SINGLE FAMILY			<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$146,707 Depreciated EXFT Value: \$17,179 Land Value (Market): \$34,000 Land Value Ag: \$0 Just/Market Value: \$197,886 Assessed Value (SOH): \$166,568 Exempt Value: \$25,000 Taxable Value: \$141,568																																																																								
<b>SALES</b> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>03/1999</td> <td>03604</td> <td>0727</td> <td>\$147,500</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>12/1996</td> <td>03191</td> <td>0265</td> <td>\$132,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1988</td> <td>01988</td> <td>0366</td> <td>\$136,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>09/1984</td> <td>01580</td> <td>0426</td> <td>\$1,500,000</td> <td>Vacant</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	03/1999	03604	0727	\$147,500	Improved	WARRANTY DEED	12/1996	03191	0265	\$132,000	Improved	WARRANTY DEED	07/1988	01988	0366	\$136,000	Improved	WARRANTY DEED	09/1984	01580	0426	\$1,500,000	Vacant	<b>2003 VALUE SUMMARY</b> Tax Value (without SOH): \$2,799 2003 Tax Bill Amount: \$2,374 Savings Due To SOH: \$425 2003 Taxable Value: \$138,462 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS																																										
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NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes. If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.																																																																											



Easement / Leasehold

## LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT

THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT are made and entered into this 12<sup>th</sup> day of DECEMBER, 2004, by and between JOHN J. RACINE, JR. and SHARON SIROIS, hereinafter together referred to as "Landlords," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

### W I T N E S S E T H

WHEREAS, the Landlords are the owners of certain property located at 4091 Belle Meade Court, Casselberry, Florida 32707, and;

WHEREAS, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

WHEREAS, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

WHEREAS, the Landlords desire construction of the wall on their property for enhancement and security purposes,

NOW THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlords and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlords do hereby grant to the Tenant and the Tenant does hereby accept from the Landlords the non-exclusive use and occupancy of the property located at 4091 Belle Meade Court, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlords, as owners of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlords' property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlords agree that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlords shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

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9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

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11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

John J. Racine, Jr. and Sharon Sirois  
4091 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:



Witness

Date: \_\_\_\_\_

Date: 10-12-04

STATE OF FLORIDA                    )  
  )  
COUNTY OF ~~SEMINOLE~~ ) ORANGE

I HEREBY CERTIFY that, on this 12 day of OCTOBER, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SHARON SIROIS and \_\_\_\_\_ [ ~~G~~ who are personally known to me or [ ] who have produced \_\_\_\_\_ as identification and that they did take an oath.

[NOTARY SEAL]



Daniel Fetterolf  
My Commission DD279620  
Expires January 07 2008

Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_\_  
regular meeting.

Approved as to form and  
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County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Racine

Attachment:  
Exhibit "A" - Property description


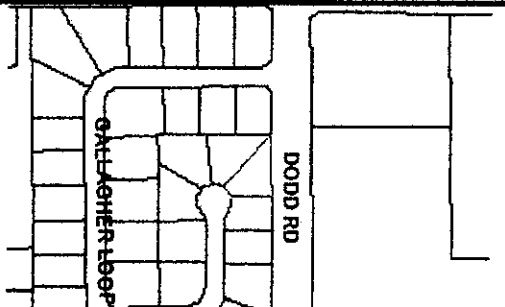
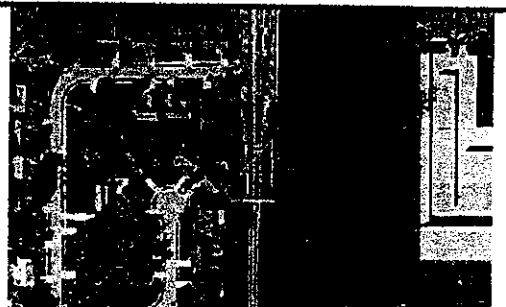
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

4091 Belle Meade Court  
Casselberry, Florida 32707  
and more particularly described as:

A TEMPORARY CONSTRUCTION EASEMENT AND A LEASEHOLD  
APPROXIMATELY 8' X 182" LOCATED WITHIN THE CURRENT UTILITY  
EASEMENT; EXTENDING 8 FEET WESTWARD ALONG FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY

Property Identification No. : 23-21-30-513-0B00-0140

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ Back ▶																																																		
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**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

**THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT** are made and entered into this 16<sup>th</sup> day of OCTOBER, 2004, by and between **JOHN J. RACINE, JR. and SHARON SIROIS**, hereinafter together referred to as "Landlords," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

**W I T N E S S E T H**

**WHEREAS**, the Landlords are the owners of certain property located at 4091 Belle Meade Court, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

**WHEREAS**, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

**WHEREAS**, the Landlords desire construction of the wall on their property for enhancement and security purposes,

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlords and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlords do hereby grant to the Tenant and the Tenant does hereby accept from the Landlords the non-exclusive use and occupancy of the property located at 4091 Belle Meade Court, Casselberry, Florida 32707, and more particularly described in Exhibit "A", attached hereto, for the location of a wall to be constructed by the Tenant. The Landlords, as owners of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlords' property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlords agree that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlords shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlords shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

John J. Racine, Jr. and Sharon Sirois  
4091 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:



Witness

Witness

Witness

Witness

By:

JOHN J. RACINE, JR.

Date:

10-16-04

By:

SHARON SIROIS

Date:

STATE OF FLORIDA )

COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 16<sup>th</sup> day of OCTOBER, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared John J. Racine, Jr. and [ ] who are personally known to me or [X] who have produced FL DRIVERS LIC. as identification and that they did take an oath.

[NOTARY SEAL]



Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By:

DARYL G. MCLAIN, Chairman

Date:

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney

AC/lpk

8/23/04

oak park wall easement-Racine

Attachment:

Exhibit "A" - Property description


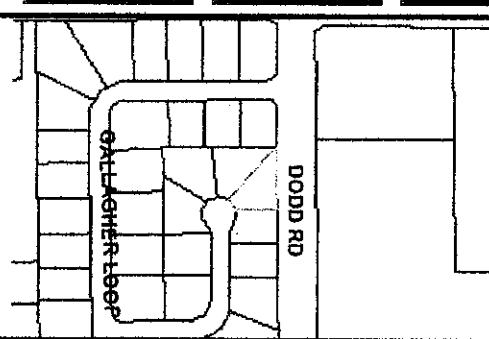
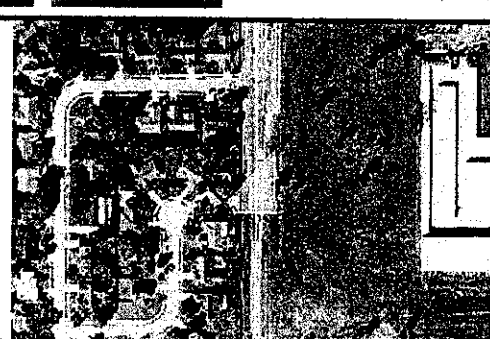
**EXHIBIT "A"**

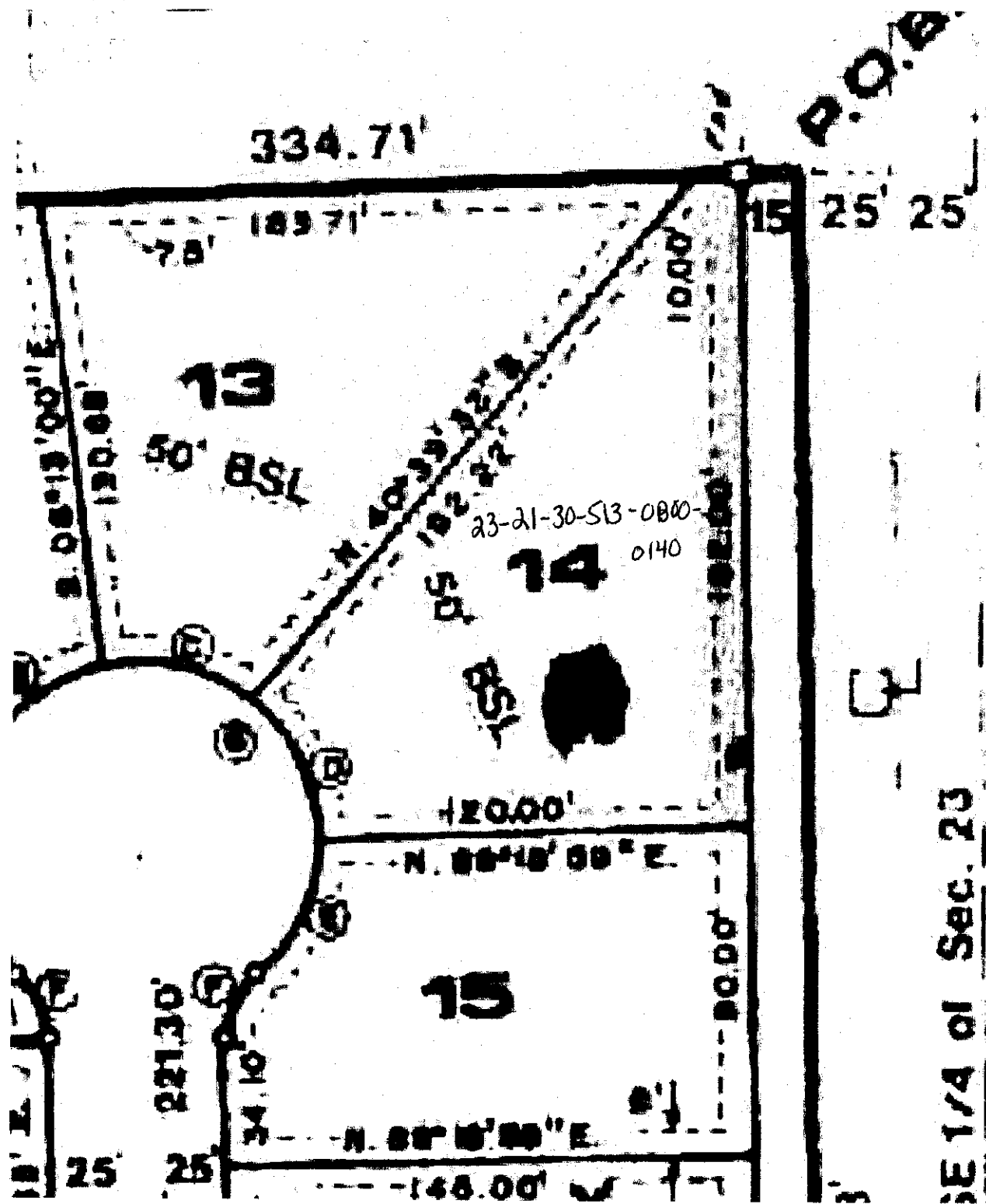
**LEGAL DESCRIPTION**

4091 Belle Meade Court  
Casselberry, Florida 32707  
and more particularly described as:

A TEMPORARY CONSTRUCTION EASEMENT AND A LEASEHOLD  
APPROXIMATELY 8' X 182" LOCATED WITHIN THE CURRENT UTILITY  
EASEMENT; EXTENDING 8 FEET WESTWARD ALONG FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY

Property Identification No. : 23-21-30-513-0B00-0140

PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	Back																																																		
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Easement / Leasehold

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**W I T N E S S E T H**

**WHEREAS**, the Landlord is the owner of certain property located at 4087 Belle Meade Court, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

**WHEREAS**, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

**WHEREAS**, the Landlord desires construction of the wall on her property for enhancement and security purposes,

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlord and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlord does hereby grant to the Tenant and the Tenant does hereby accept from the Landlord the non-exclusive use and occupancy of the property located at 4087 Belle Meade Court, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlord, as owner of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlord's property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlord agrees that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlord shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlord shall maintain her own protection against claims of third persons and her property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for any such

claims. The Landlord specifically agrees to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlord's property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlord, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlord agrees to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlord shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlord does hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that she has the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlord:**

Janet Parker  
4087 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:



[Signature]  
Witness

[Signature]  
Witness

By: Janet Parker  
JANET PARKER  
Date: 10/26/04

STATE OF FLORIDA     )  
                                  )  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 2<sup>nd</sup> day of OCTOBER, 20  , before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Janet Parker [ ] who is personally known to me or [ ☒ ] who has produced FL DRIVERS LIC. as identification and that she did take an oath.



[Signature]  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Parker

Attachment:  
Exhibit "A" - Property description

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

4087 Belle Meade Court  
Casselberry, Florida 32707  
and more particularly described as:

A TEMPORARY CONSTRUCTION EASEMENT AND A LEASEHOLD  
APPROXIMATELY 8' X 90" LOCATED WITHIN THE CURRENT UTILITY  
EASEMENT; EXTENDING 8 FEET WESTWARD ALONG FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY

Property Identification No. : 23-21-30-513-0B00-0150

**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT are made and entered into this 15<sup>th</sup> day of September, 2004, by and between **CHRIS D. BORGLUM and KAREN M. BORGLUM**, hereinafter together referred to as "Landlords," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

**W I T N E S S E T H**

**WHEREAS**, the Landlords are the owners of certain property located at 4083 Belle Meade Court, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

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12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

Chris D. Borglum and Karen M. Borglum  
4083 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

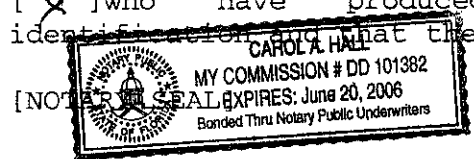
**IN WITNESS WHEREOF,** the parties have hereunto set their hands as of the dates written below:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
CHRIS D. BORGLUM  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
KAREN M. BORGLUM  
Date: 9/17/04

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 15<sup>th</sup> day of October, 2004,  
before me, an officer duly authorized in the State and County aforesaid  
to take acknowledgments, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ [ ] who are personally known to me or  
[ X ] who have produced FL Drivers LC. as  
identification and that they did take an oath.



\_\_\_\_\_  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Borglum

Attachment:  
Exhibit "A" - Property description

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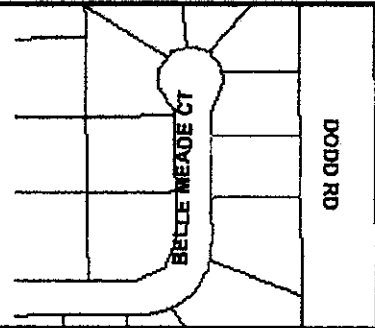

**LEGAL DESCRIPTION**

4083 Belle Meade Court  
Casselberry, Florida 32707  
and more particularly described as:

A TEMPORARY CONSTRUCTION EASEMENT AND A LEASEHOLD  
APPROXIMATELY 8' X 90' LOCATED WITHIN THE CURRENT UTILITY  
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THE EASTERN EDGE OF THE PROPERTY

Property Identification No. : 23-21-30-513-0B00-0160

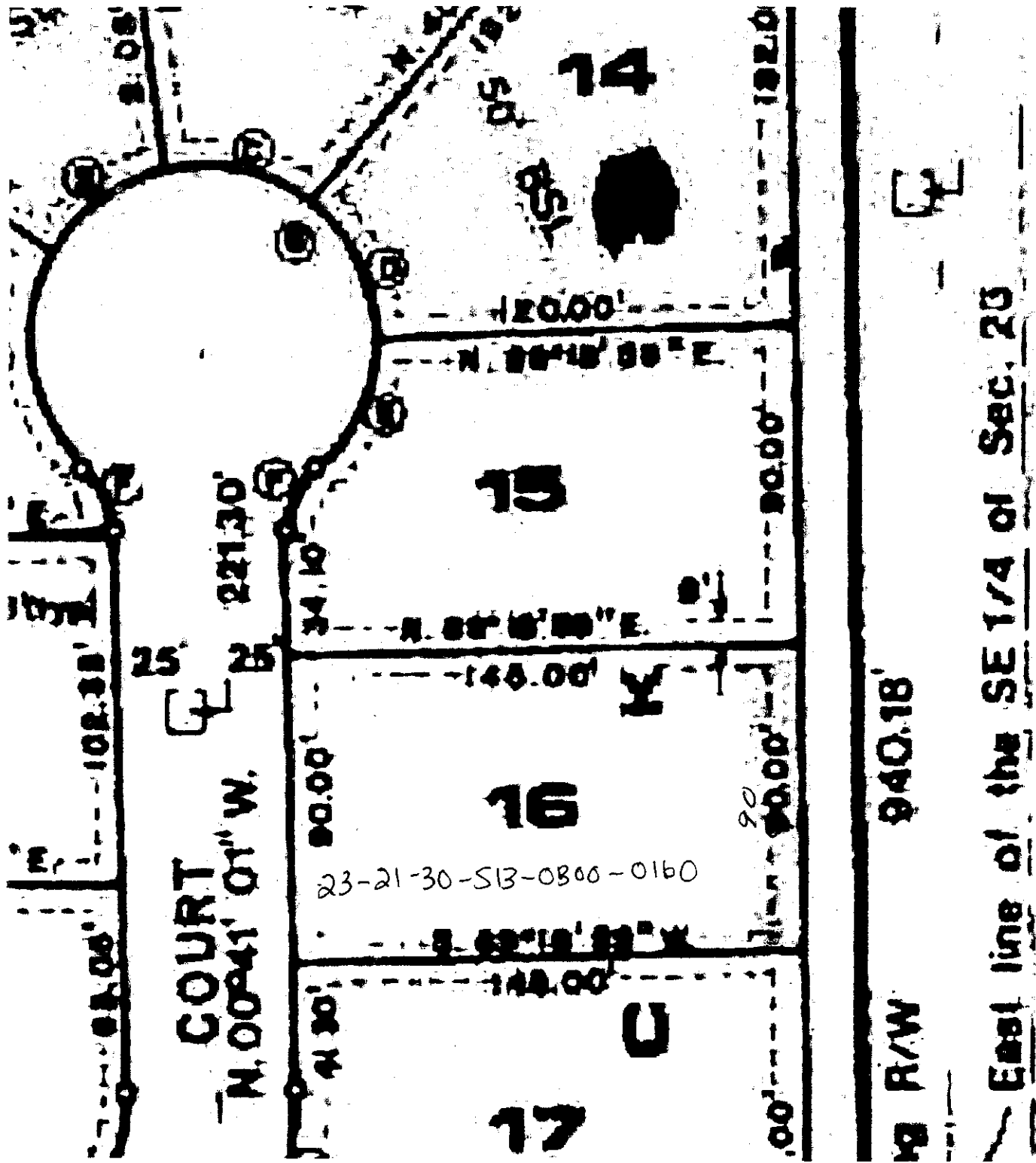


PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◻ Back ▶ ▶																																																		
 <p><b>Seminole County</b> <b>Property Appraiser Services</b> 1101 E. Hirst St. Sanford FL 32771 407-665-7506</p>																																																							
<p align="center"><b>GENERAL</b></p> <p>Parcel Id: 23-21-30-513-0B00-0160      Tax District: 01-TX DIST 1 - COUNTY</p> <p>Owner: BORGLUM CHRIS D &amp; KAREN M      Exemptions: 00-HOMESTEAD</p> <p>Address: 4083 BELLE MEADE CT</p> <p>City,State,ZipCode: CASSELBERRY FL 32707</p> <p>Property Address: 4083 BELLE MEADE CT CASSELBERRY 32707</p> <p>Subdivision Name: BELLE MEADE UNIT 2</p> <p>Dor: 01-SINGLE FAMILY</p>			<p align="center"><b>2004 WORKING VALUE SUMMARY</b></p> <p>Value Method: Market</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$136,497</p> <p>Depreciated EXFT Value: \$10,421</p> <p>Land Value (Market): \$34,000</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$180,918</p> <p>Assessed Value (SOH): \$159,179</p> <p>Exempt Value: \$25,000</p> <p>Taxable Value: \$134,179</p>																																																				
<p align="center"><b>SALES</b></p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>01/2001</td> <td>03997</td> <td>1546</td> <td>\$174,000</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/1994</td> <td>02754</td> <td>0682</td> <td>\$151,500</td> <td>Improved</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>03/1988</td> <td>01950</td> <td>0581</td> <td>\$100</td> <td>Improved</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1986</td> <td>01756</td> <td>0796</td> <td>\$167,800</td> <td>Improved</td> </tr> </tbody> </table> <p align="center">Find Comparable Sales within this Subdivision</p>			Deed	Date	Book	Page	Amount	Vac/Imp	WARRANTY DEED	01/2001	03997	1546	\$174,000	Improved	WARRANTY DEED	03/1994	02754	0682	\$151,500	Improved	QUIT CLAIM DEED	03/1988	01950	0581	\$100	Improved	WARRANTY DEED	07/1986	01756	0796	\$167,800	Improved	<p align="center"><b>2003 VALUE SUMMARY</b></p> <p>Tax Value(without SOH): \$2,521</p> <p>2003 Tax Bill Amount: \$2,249</p> <p>Savings Due To SOH: \$272</p> <p>2003 Taxable Value: \$131,211</p> <p align="center">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>																						
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<p><b>NOTE:</b> Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.</p> <p>*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.</p>																																																							

BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



NPLATTED

Easement | Leasehold

4079 ARB 1.5

**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

**THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT** are made and entered into this 2<sup>ND</sup> day of OCTOBER, 2004, by and between **TIMOTHY S. HARDING and ALYCE A. HARDING**, hereinafter together referred to as "Landlords," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

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6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlords shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

Timothy S. Harding and Alyce A. Harding  
4079 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:

Will Brown  
Witness

Sue Ann Brown  
Witness

Will Brown  
Witness  
Sue Ann Brown  
Witness

By: [Signature]  
TIMOTHY S. HARDING  
Date: 10/02/04  
By: [Signature]  
ALYCE A. HARDING  
Date: 10/02/04

STATE OF FLORIDA       )  
                                  )  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 2nd day of October, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Timothy S. Harding and Alyce A. Harding [X] who are personally known to me or [ ] who have produced \_\_\_\_\_ as identification and that they did take an oath.

[NOTARY SEAL]



Sue Ann Brown  
My Commission DD296153  
Expires April 30, 2008

Sue Ann Brown  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Harding

Attachment:  
Exhibit "A" - Property description

**EXHIBIT "A"**


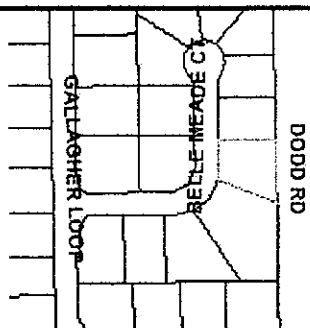

**LEGAL DESCRIPTION**

4079 Belle Meade Court  
Casselberry, Florida 32707  
and more particularly described as:

A TEMPORARY CONSTRUCTION EASEMENT AND A LEASEHOLD  
APPROXIMATELY 8' X 142' LOCATED WITHIN THE CURRENT UTILITY  
EASEMENT; EXTENDING 8 FEET WESTWARD ALONG FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY

Property Identification No. : 23-21-30-513-0B00-0170

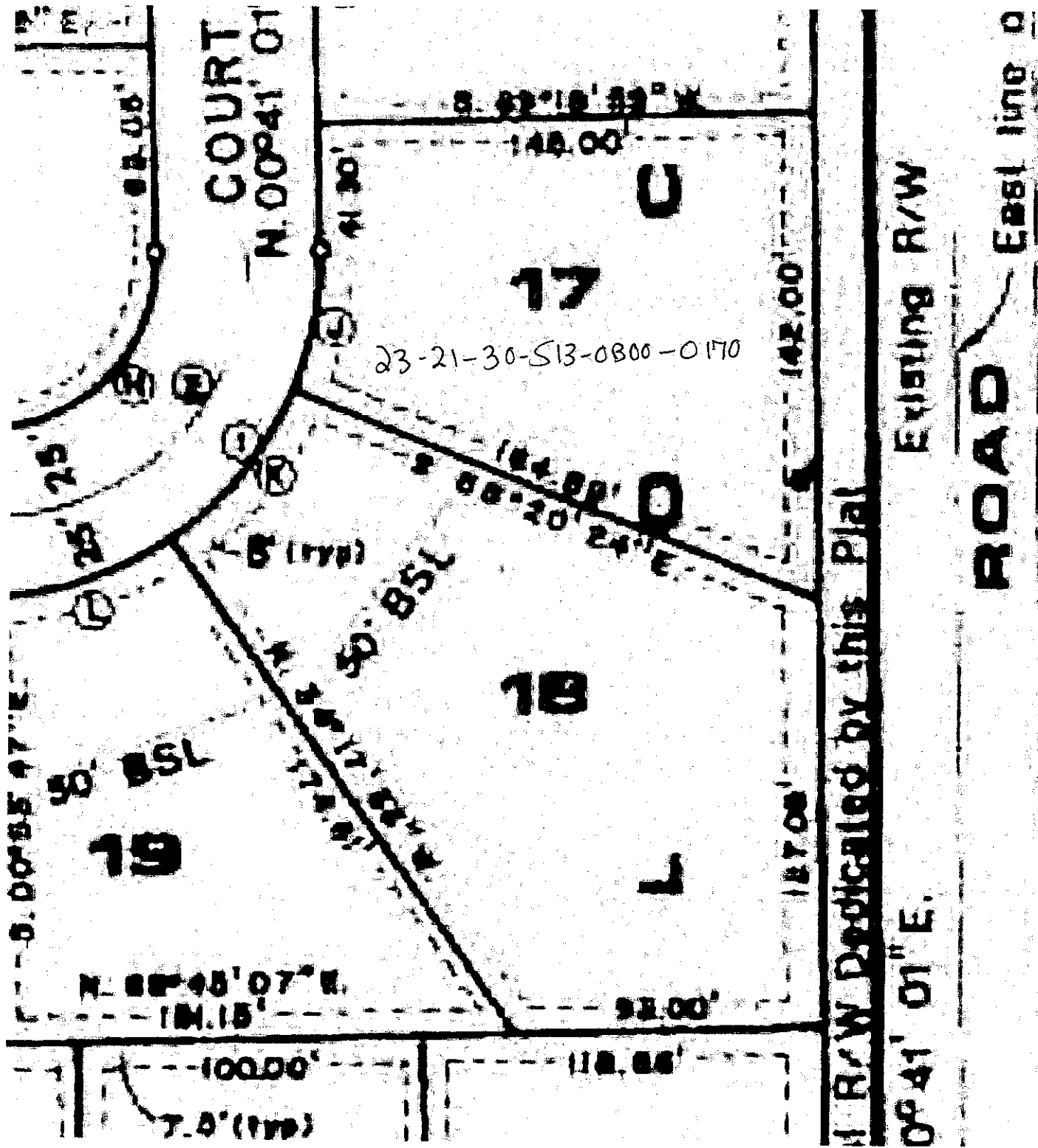


PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																		
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BACK

PROPERTY APPRAISER  
HOME PAGE

CONTACT



Easement / Leasehold

UNPI ATT

## LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT

THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT are made and entered into this 4<sup>th</sup> day of OCTOBER, 2004, by and between **RALEIGH T. JOHNSON**, hereinafter referred to as "Landlord," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

### W I T N E S S E T H

**WHEREAS**, the Landlord is the owner of certain property located at 4075 Belle Meade Court, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

**WHEREAS**, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

**WHEREAS**, the Landlord desires construction of the wall on his property for enhancement and security purposes,

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlord and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlord does hereby grant to the Tenant and the Tenant does hereby accept from the Landlord the non-exclusive use and occupancy of the property located at 4075 Belle Meade Court, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlord, as owner of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlord's property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlord agrees that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlord shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

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**For Landlord:**

Raleigh T. Johnson  
4075 Belle Meade Court  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:

Don Pade  
Witness

[Signature]  
Witness

By: Raleigh T. Johnson

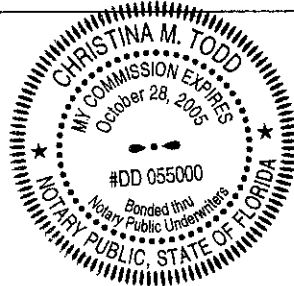
RALEIGH T. JOHNSON

Date: 10-4-04

STATE OF FLORIDA       )  
                                      )  
COUNTY OF SEMINOLE    )

I HEREBY CERTIFY that, on this 4 day of October, 2004  
before me, an officer duly authorized in the State and County aforesaid  
to take acknowledgments, personally appeared Raleigh T. Johnson  
[☒] who is personally known to me or [ ] who has produced  
\_\_\_\_\_ as identification and that he did  
take an oath.

[NOTARY SEAL]



ATTEST:

Christina M. Todd  
Notary Public signature

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_

DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Johnson

Attachment:  
Exhibit "A" - Property description

**EXHIBIT "A"**


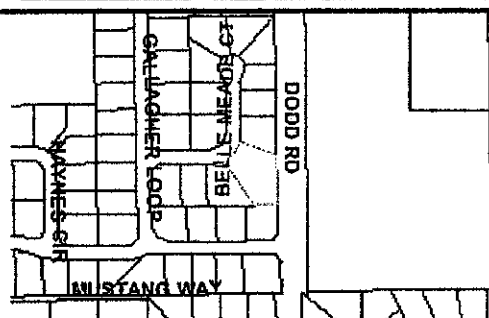

**LEGAL DESCRIPTION**

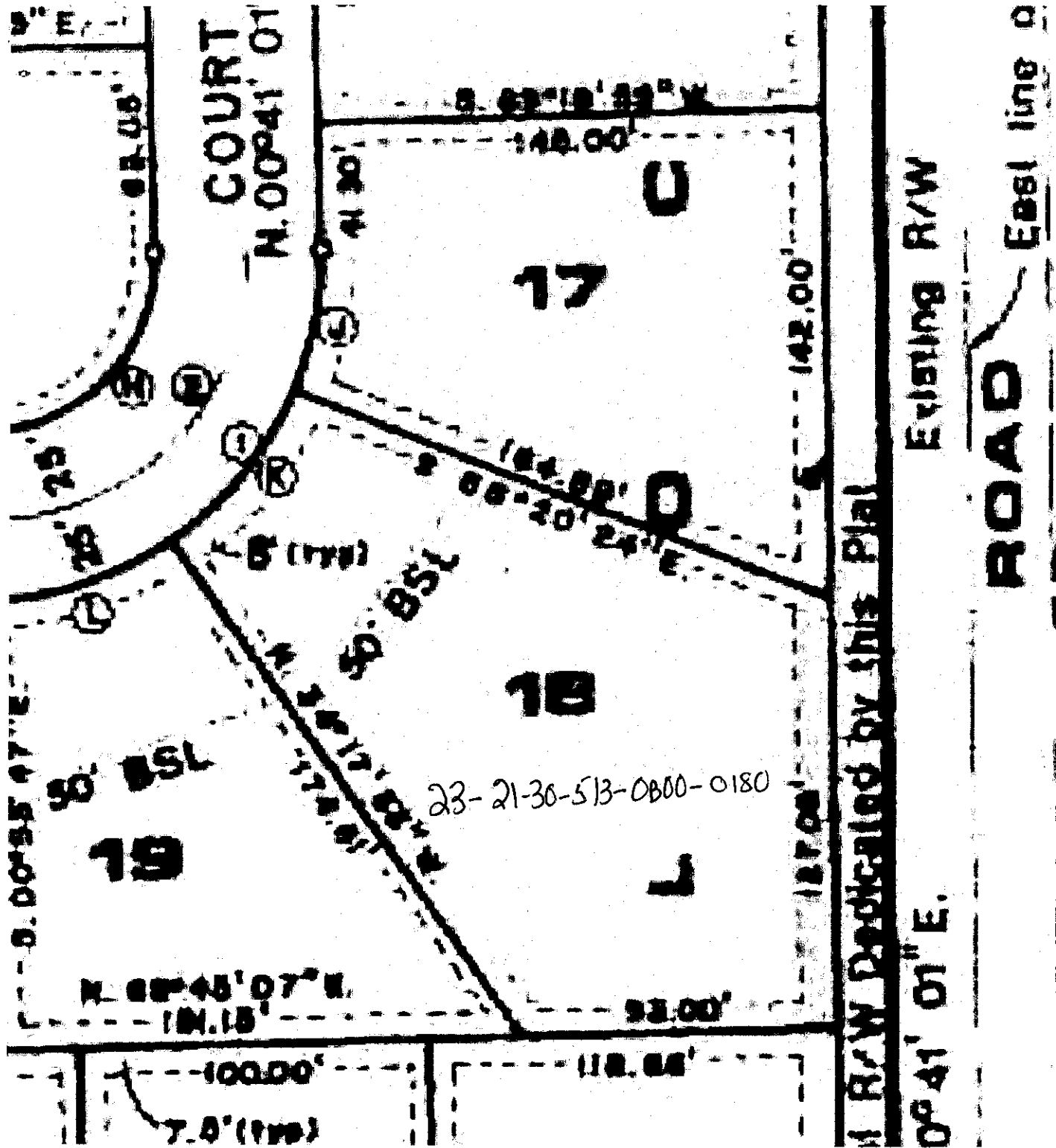
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Property Identification No. : 23-21-30-513-0B00-0180



PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																			
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Easement/Leasehold

INITIAL ATT

**LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT**

**THIS LEASE AGREEMENT AND GRANT OF TEMPORARY EASEMENT** are made and entered into this 27<sup>th</sup> day of SEPTEMBER, 2004, by and between **MIGDALIA HERNANDEZ and ALMA R. ECHEVARRIA**, hereinafter together referred to as "Landlords," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "Tenant".

**W I T N E S S E T H**

**WHEREAS**, the Landlords are the owners of certain property located at 4011 Gallagher Loop, Casselberry, Florida 32707, and;

**WHEREAS**, the Tenant desires to lease a certain portion of that property for the purpose of constructing a wall which has been deemed to be to the benefit of the citizens of Seminole County and;

**WHEREAS**, the Tenant, in order to construct said wall, also requires an easement over a portion of the property for access and construction purposes; and

**WHEREAS**, the Landlords desire construction of the wall on their property for enhancement and security purposes,

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Landlords and Tenant agree as follows:

1. Leased Premises and Grant of Temporary Easement. The Landlords do hereby grant to the Tenant and the Tenant does hereby accept from the Landlords the non-exclusive use and occupancy of the property located at 4011 Gallagher Loop, Casselberry, Florida 32707, and more particularly described in Exhibit "A, attached hereto, for the location of a wall to be constructed by the Tenant. The Landlords, as owners of said property, also grant to the Tenant a temporary easement over the property described in Exhibit "A" for the purpose of demolition of current structures on said property and construction of a wall thereon. The Tenant's leasehold and easement on said property shall run concurrently.

2. Term. This Lease Agreement and Grant of Temporary Easement shall commence on the date the Seminole County Board of County Commissioners formally approve establishment of a Municipal Services Benefit Unit (MSBU) for construction of the wall to be located on the Landlords' property, as described in Exhibit "A," and shall terminate eleven (11) years thereafter, unless terminated sooner by mutual written agreement of the parties. In the event the Seminole County Board of County Commissioners fails to establish an MSBU for the construction of the wall located on the subject property within one (1) year of the execution date of this Agreement and Grant of Temporary Easement, then this Lease Agreement and Grant of Temporary Easement shall be null and void.

3. Consideration. As consideration for this Lease Agreement and Grant of Temporary Easement, the Tenant agrees to build a wall on the property described in Exhibit "A" to the specification as approved for the MSBU as indicated in Section 2, above. The Landlords agree that this consideration is sufficient for the rights and privileges granted to the Tenant herein.

4. Use of the Leased Premises and Easement. Tenant shall have the non-exclusive use of the leased premises and easement for such lawful use as it may desire to make thereof in connection with or incidental to its purposes during the term of the Lease Agreement and Grant of Temporary Easement. Tenant covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter and ordinances of Seminole County.

5. Taxes. The Landlords shall promptly pay any and all taxes and special assessments which may be levied and assessed on the leased premises during the term of this Lease Agreement and Grant of Temporary Easement and shall keep all such taxes and special assessments current.

6. Liability Insurance and Hold Harmless. The Landlords shall maintain their own protection against claims of third persons and their property arising through or out of the use and occupancy of the Tenant of the leased premises and the Tenant shall not be liable for

any such claims. The Landlords specifically agree to hold harmless, indemnify, and defend the Tenant, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from or related to the existence of the wall constructed on the Landlords' property by the Tenant. The Tenant, as part of the consideration for this Lease Agreement and Grant of Temporary Easement, agrees to hold harmless and indemnify the Landlords, within the limits as allowable under the laws of the State of Florida, against all claims, losses, damages, or lawsuits for damages arising from construction activities for the wall within said leasehold and temporary easement.

7. Termination. This Lease Agreement and Grant of Temporary Easement may be cancelled by the parties only by written mutual agreement or as indicated in Section 2 of this Agreement. The rights, duties, and privileges conveyed by this Lease Agreement and Grant of Temporary Easement run with the land until terminated pursuant to the terms of this Agreement.

8. Amendment or Modification. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are expressed herein, and that no amendment or modification of this Lease Agreement and Grant of Temporary Easement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this document.

9. Maintenance. Upon completion of the wall to be constructed by the Tenant, the Landlords agree to be solely responsible for all maintenance and repair to the wall, the landscaping, and other leased property as may be needed from time to time. The Tenant shall not be responsible for any repair, maintenance, or restoration to any portion of the leased property at any time after completion of the wall as described in the MSBU approved for wall construction purposes.

10. Assignment and Subletting. Neither the Tenant nor the Landlords shall assign or otherwise transfer the rights, duties, and obligations as contained in this Lease Agreement and Grant of

Temporary Easement or any part thereof without first notifying the other party in writing.

11. Ownership. The Landlords do hereby covenant with the Tenant, that they are lawfully seized and possessed of the real estate described above and in Exhibit "A" and that they have the good and lawful right to convey the leasehold interest and temporary easement described herein.

12. Notices. Whenever either party desires to give notice to the other, notice may be sent to:

**For Landlords:**

Migdalia Hernandez and Alma R. Echevarria  
4011 Gallagher Loop  
Casselberry, Florida 32707

**For Tenant:**

Seminole County MSBU Program Manager  
Seminole County Services Buildings  
1101 East First Street  
Sanford, Florida 32771

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below:

Will Brown  
Witness

Sue Ann Brown  
Witness

Will Brown  
Witness  
Sue Ann Brown  
Witness

By: 2-7  
MIGDALIA HERNANDEZ

Date: 9-27-04

By: Alma R. Echevarria  
ALMA R. ECHEVARRIA

Date: 9/27/04

STATE OF FLORIDA       )  
                                  )  
COUNTY OF SEMINOLE   )

I HEREBY CERTIFY that, on this 27th day of September, 2004, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Migdalia Hernandez and Alma R. Echevarria [X] who are personally known to me or [ ] who have produced \_\_\_\_\_ as identification and that they did take an oath.

[NOTARY SEAL]



Sue Ann Brown  
My Commission DD296153  
Expires April 30, 2008

Sue Ann Brown  
Notary Public signature

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
8/23/04  
oak park wall easement-Hernandez

Attachment:  
Exhibit "A" - Property description

**EXHIBIT "A"**


**LEGAL DESCRIPTION**

4011 Gallagher Loop  
Casselberry, Florida 32707  
and more particularly described as:

AN 'L' SHAPED TEMPORARY CONSTRUCTION EASEMENT AND LEASEHOLD  
LOCATED WITHIN THE CURRENT UTILITY EASEMENT; AND INCLUSIVE  
OF (A) 8 FEET EXTENDING WESTWARD ALONG THE FULL LENGTH OF  
THE EASTERN EDGE OF THE PROPERTY APPROXIMATELY 8' X 129'  
AND (B) 8 FEET EXTENDING NORTHWARD FROM SOUTHERN EDGE OF  
PROPERTY FOR 30 FEET WEST AND PARALLEL WITH GALLAGHER LOOP  
FROM THE SOUTHEAST CORNER OF THE LOT WITH A DIMENSION OF  
APPROXIMATELY 8' X 30'

Property Identification No. : 23-21-30-513-0B00-0250



PARCEL DETAIL	REAL ESTATE	PERSONAL PROP	TAX ROLL	SALES SEARCH	◀ ◁ Back ▷ ▶																																																																						
 <p>Seminole County Property Appraiser Services 1101 E. First St. Sanford FL 32771 407-665-7506</p>																																																																											
<b>GENERAL</b> Parcel Id: 23-21-30-513-0B00-0250    Tax District: 01-TX DIST 1 - COUNTY Owner: HERNANDEZ MIGDALIA &    Exemptions: 00-HOMESTEAD Own/Addr: ECHEVARRIA ALMA R Address: 4011 GALLAGHER LOOP City,State,ZipCode: CASSELBERRY FL 32707 Property Address: 4011 GALLAGHER LOOP CASSELBERRY 32707 Subdivision Name: BELLE MEADE UNIT 2 Dor: 01-SINGLE FAMILY			<b>2004 WORKING VALUE SUMMARY</b> Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$165,305 Depreciated EXFT Value: \$13,136 Land Value (Market): \$34,000 Land Value Ag: \$0 Just/Market Value: \$212,441 Assessed Value (SOH): \$174,452 Exempt Value: \$25,000 Taxable Value: \$149,452																																																																								
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